

DECLARATION OF CONDOMINIUM

SINGER DEVELOPMENT CORP., a Florida corporation, being the holder of title of record to the following described property, situate, lying and being in Broward County, Florida, to-wit:

See legal description attached hereto and made a part hereof as Exhibit A.

hereby states and declares that said realty is submitted to condominium ownership pursuant to Chapter 63-35, Laws of Florida, Acts of 1963, as amended (hereinafter referred to as the "Condominium Act"), the provisions of which said Act are hereby incorporated by reference and included herein thereby, and does herewith file for record this Declaration.

This Declaration of Condominium encompasses Building 4 of a condominium project which will consist of approximately 8 separate buildings and approximately 300 units.

Definitions. As used in this Declaration, the By-Laws attached hereto, and all amendments thereto, unless the context otherwise requires:

(1) Declaration, or Declaration of Condominium, or Enabling Declaration means this instrument as it may be from time to time amended.

(2) Association or Corporation means CYPRESS TREE CONDOMINIUM ASSOCIATION, INC., a non-profit corporation, incorporated on the 14th of May, 1973, being the entity responsible for the operation of the condominium project.

(3) Unit or Apartment Unit or Individual unit means a part of the condominium property which is to be subject to private ownership; said units being as specifically designated, identified and located upon the exhibits attached to this Declaration.

(4) Condominium Parcel means a unit, together with the undivided share in the common elements which are appurtenant to the unit.

(5) Unit Owner, or Owner of a Unit, or Parcel Owner, is the owner of a condominium parcel.

(6) Common elements means this portions of the condominium property not included in the units.

This Instrument Was Prepared By:
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Miami Beach, Florida

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(7) Limited Common Elements means and includes those common elements which are reserved for the use of a certain unit to the exclusion of all other units.

(8) Institutional First Mortgagee means a bank, savings and loan association, insurance company, or bona fide mortgage company authorized to do business in Florida.

(9) Unless the context otherwise requires, all other terms used in this Declaration shall be assumed to have the meaning attributed to said term by Section 3 of the Condominium Act.

II

NAME

The name by which this condominium is to be identified is:

CYPRESS TREE CONDOMINIUM, BUILDING 4

III

IDENTIFICATION OF UNITS

A. The condominium property consists of a 44 unit building, together with the land above described and other improvements as indicated upon the exhibits hereto attached.

The building known as CYPRESS TREE CONDOMINIUM, BUILDING 4 includes, a ground floor, an entrance lounge, laundry room, storage lockers, a trash room and chute, mail room and elevator, to be utilized for common purposes. For purposes of identification, each apartment unit has been numbered and has been assigned a number as follows:

CONDOMINIUM APARTMENT UNIT NOS.

44 units

101,	102,	103,	104,	105,	106,	107,	108,	109,	110,	111
201,	202,	203,	204,	205,	206,	207,	208,	209,	210,	211
301,	302,	303,	304,	305,	306,	307,	308,	309,	310,	311
401,	402,	403,	404,	405,	406,	407,	408,	409,	410,	411

Surveys of the land (including a location sketch thereof) and improvements comprising the condominium property, which graphically describe the location, dimensions and size of said improvements and of the individual units, consisting of 5 sheets prepared by KEYSTONE ENGINEERING,

INC., 6451 Powerline Road, Fort Lauderdale, Broward County, Florida, as per Section 711.08 (c) of the Condominium Act are identified as Exhibit "B" and attached hereto and made a part hereof. The term "apartment" or "apt." as used in said surveys and floor plans is synonymous with the term Unit as used in this Declaration. All legends and notes contained within said plans and surveys have been certified in the manner required by the Condominium Act, and are to be read in conjunction with the wording of this Declaration.

IV

OWNERSHIP OF COMMON ELEMENTS

Each of the unit owners of the condominium shall own an undivided share and interest in the common elements and limited common elements as shown in the schedule attached hereto and made a part hereof, and identified as Exhibit "C". The fee title to each condominium parcel shall include both the condominium unit and said undivided interest in the common elements, said undivided interest in the common elements to be deemed to be conveyed, leased or encumbered with its respective condominium unit even though the description in the instrument of conveyance, lease or encumbrance may refer only to the condominium unit. Any attempt to separate the fee title to a condominium unit from the undivided interest in the common elements appurtenant to such unit shall be null and void.

Appurtenances to Each Apartment. The owner of each apartment shall own a share and certain interests in the condominium property which are appurtenant to his apartment, which include, but are not limited to the following items which are appurtenant to the several apartments, as indicated.

(a) Common Elements. The undivided share in land and other common elements which are appurtenant to each apartment, as set forth in Exhibit "C" attached.

(b) Association. The membership of the apartment owner in the Association and the interest of each apartment owner in the funds and assets held by the Association.

(c) Use of Common Elements. The right to use and enjoy the common elements, subject to the provisions of this Declaration, the By-Laws, and such ruled and regulations which may from time to time be established by the Board of Directors of the Association.

V

COMMON EXPENSES AND COMMON SURPLUS

Each apartment shall be liable for a proportionate share of the common expenses and shall be entitled to a share of the common surplus, as set forth in Exhibit "C" attached. The foregoing right to a share of the common surplus does not include the right to withdraw or require payment or distribution of the same. Any common surplus of the Association shall similarly be owned by each of the unit owners in like proportion to their respective liability for common elements.

VI

VOTING RIGHTS

Subject to the provisions and restrictions set forth in the By-Laws of the Association, each unit is entitled to one vote.

VII

METHOD OF AMENDMENT OF DECLARATION

This Declaration may be amended at any regular or special meeting of the unit owners of this Condominium called and convened in accordance with the By-Laws, by the affirmative vote of 3/4ths (75%) of the unit owners present (in person or by proxy) and voting at such meeting. In the alternative, an amendment may be made by an agreement signed and acknowledged by 75% of the record owners of apartments in the condominium in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the public records of Broward County, Florida. All amendments shall be recorded and certified as required by the Condominium Act.

The developer retains the right to amend this Declaration until all buildings in the entire condominium project have been substantially completed and 75% of the units contained in the entire condominium project have been sold and deeded.

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units proportionate share of the common elements, or common expenses or common surplus, nor the voting rights pertinent to any unit, unless the record owner(s) thereof and all record owners or mortgages thereon shall join in the execution of the amendment. No amendment of the Declaration shall impair the lien of any mortgage on any parcel.

VIII

BY-LAWS

The operation of the condominium property shall be governed by By-Laws which are set forth in a document entitled "By-Laws of CYPRESS TREE CONDOMINIUM ASSOCIATION, INC." as recorded in O.R. Book 5541 at P.815 and in O.R. Book 5698 at P.717 of the Public Record of Broward County, Fla., a copy of which is annexed to this Declaration. No modification of or amendment to the By-Laws of said Association shall be valid unless set forth in or annexed to duly recorded amendment to this Declaration. The By-Laws may be amended in the same manner as this Declaration may be amended.

IX

THE OPERATING ENTITY

The name of the Association responsible for the operation of the condominium is CYPRESS TREE CONDOMINIUM ASSOCIATION, INC., a non-profit Florida corporation organized and existing pursuant to the Condominium Act. Said Association shall have all of the powers and duties of non-profit corporations set forth in Section 617.021 Florida Statutes, and set forth in the Condominium Act, as well as all of the powers and duties as are granted to or imposed upon it by this Declaration, the By-Laws of said Association, and its Articles of Incorporation.

Every owner of a condominium parcel, whether he has acquired his ownership by purchase, or by gift, conveyance, or transfer by operation of law, or otherwise; shall be bound by the By-Laws of said Association, the Articles of Incorporation of the Association, and by the provisions of this Enabling Declaration.

X

ASSESSMENTS

The Association, through its Board of Directors, shall have the power to fix and determine from time to time the sum or sums necessary and adequate to provide for the common expenses of the condominium property.

and to levy and collect assessments for the purposes and in the manner set forth in this Declaration and the Condominium Act. The procedure for the determination of such assessments shall be as set forth in the By-Laws of the Association.

Assessments not paid when due shall bear interest at the rate of ten percent (10%) per annum from due date until paid. All expenses, including reasonable attorney's fees incurred by the Association incident to the collection of such assessment or the enforcement of the lien of the Association shall be payable by the Unit Owner(s). The Association shall have a lien on each condominium parcel for any unpaid assessments against it, together with interest thereon, and expenses, if any, including attorney's fees incidental thereto. The Board of Directors may take such action as they deem necessary to collect assessments by personal action or by enforcing and foreclosing said lien, and may settle and compromise the same if in the best interests of the Association. Said lien shall be effective as and in the manner provided for by the Condominium Act and shall have the priorities established by said Act. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien and to apply as a cash credit against its bid all sums due the Association covered by the lien enforced. At time of such foreclosure, the Unit Owner shall be required to pay a reasonable rental for the condominium parcel, and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect same.

Where an institutional mortgage of a first mortgage of record or other purchaser of a condominium unit obtains title to the condominium parcel as a result of foreclosure by an institutional mortgagee of such first mortgage, or where an institutional first mortgagee of record or its nominee accepts a deed to said condominium parcel in lieu of foreclosure, such acquirer of title, its successors and assigns, shall not be liable for the share of common expenses of assessments by the Association pertaining to such condominium parcel or chargeable to the former unit owner of such parcel which became due prior to acquisition of title as a result of the foreclosure, or acceptance of such deed in lieu of foreclosure (such deed shall not be deemed a voluntary conveyance under Sec. 15(1) of the

Condominium Act). Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the unit owners other than the acquirer, its successors and assigns.

Any person who acquires the ownership of a condominium parcel including, without limitation, persons acquiring title by operation of law (except through foreclosure of a first institutional mortgage of record, or deed in lieu thereof, as specifically provided in the immediately preceding paragraph) and purchasers at judicial sales, shall not be entitled to occupancy of the unit or enjoyment of the common elements until such time as all unpaid assessments due and owing by the former unit owner have been paid.

The Association, acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessments to the Developer or to any unit owner or group of unit owners, or to any third party.

XI

PROVISIONS RELATING TO SALE, OR RENTAL OF CONDOMINIUM UNIT.

A. Association shall have First Right of Refusal.

In the event unit owner desires to sell, rent or lease his unit, the Association shall have the option to purchase, rent, or lease said unit at the same price or rental and upon the same terms and conditions as are offered by the unit owner to any third person. Any attempt to sell, or rent, or lease said unit without prior offer to the Association shall be deemed a breach of this Declaration, shall be wholly null and void, and shall confer no title or interest whatsoever upon the intended purchaser, tenant, or lessee.

Should the unit owner wish to sell, lease, or rent his condominium parcel (which means the unit, together with the undivided share in the common elements which are appurtenant thereto), he shall, before making or accepting any offer to purchase, sell, lease or rent his condominium parcel, deliver to the Board of Directors a written notice containing the terms of the offer he has received or which he wishes to accept or proposes to make, and the name, address and whereabouts of the person(s)

to whom the proposed sale, lease or transfer is to be made, and such other information (to be requested within 5 days from receipt of such notice) as may be required by the Board of Directors. Said notice shall be accompanied by fee as determined by the Condominium Association, from time to time, payable to the Condominium Association to cover screening of prospective purchasers or other expenses said Association might incur.

The Board of Directors, within thirty (30) days after receiving such notice and information, shall either consent to the transaction specified in said notice, or, by written notice to be delivered to the unit owner's unit (or mailed to the place designated by the unit owner in his notice), designate that the Association, one or more persons then unit owners, or any other person or persons satisfactory to the Board of Directors, is willing to purchase, lease or rent upon the same terms as those specified in the unit owner's notice. That stated designee(s) of the Board of Directors shall have seven (7) days from the date of the notice sent by the Board of Directors to make a binding offer to buy, lease or rent upon the same terms specified in the unit owner's notice. Thereupon, the unit owner shall either accept such offer or withdraw and/or reject the offer specified in his notice to the Board of Directors. Failure of the Board of Directors to designate such person or persons within said thirty (30) day period, or failure of such person or persons to make such an offer within said seven-day period, shall be deemed consent by the Board of Directors to the transaction specified in the unit owner's notice, and the unit owner shall be free to make or accept the offer specified in his notice, and sell, lease or rent said interest pursuant thereto to the prospective purchaser or tenant named therein within ninety (90) days after his notice was given.

Any sub-leasing or assignment of a unit shall be subject to the same limitations as are applicable to the leasing or renting thereof. The Board of Directors shall have the right to require that a substantially uniform form of lease or sublease be used.

The liability of the unit owner under these covenants shall continue notwithstanding the fact that he may have leased or rented said interest as provided herein. Every purchaser, lessee and sub-lessee shall take subject to this Declaration and the By-Laws of the Association, as well as the provisions of the Condominium Act. No apartment owner may mortgage his apartment nor any interest therein without the approval of the Association except to a bank, life insurance company, savings and loan association or the Declarer. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

B. Special Provisions re: Sale, Leasing, etc. by
Institutional Mortgagees, Developer and Intra-
Family Transfers.

(1) Should any condominium unit or parcel at any time become subject to an institutional first mortgage, the holder thereof, or its nominee, or a purchaser at foreclosure sale, upon becoming the owner of said condominium parcel through foreclosure, deed in lieu of foreclosure, or other means, and its immediate grantee, shall have the unqualified right to sell, lease, or otherwise transfer said unit, including the fee ownership thereof, without prior offer to the Board of Directors, the Provisions of Paragraph A, above, to be inapplicable.

(2) The provisions of Paragraph A of this article shall not be applicable to SINGER DEVELOPMENT CORP. (or its individual stockholders in the event of dissolution), which is recognized as the developer of the condominium project, and which corporation is irrevocably empowered to sell, lease or rent condominium units to any purchaser or lessee approved by it. The said developer shall have the right to transact any business necessary to consummate sales of units, including, but not limited to the right to maintain models, have signs, employees in the offices, use the elevators and common elements, and to show apartments. Sales office, signs and all items pertaining to sales shall not be considered common elements and remain the property of the developer. In the event there are unsold parcels, developer retains the right to be the owner of unsold parcels under the same terms and conditions except as herein set forth, as all

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other parcel owners in said condominium, and developer, as parcel owner, shall contribute to the common expenses in the same manner as other parcel owners, but only after one year from issuance of certificate of occupancy.

(3) The provisions of Paragraph A of this article shall not apply to transfers by a Unit owner to any member(s) of his immediate family, which is defined for this purpose as spouse, children or parents.

XII

INSURANCE PROVISIONS

The Board of Directors shall procure and maintain insurance coverage covering the operation of the condominium and the improvements comprising the condominium property against such risks and in such amounts as the Board of Directors may reasonably determine to be necessary, or in the best interests of the Association, the unit owners, and the mortgagees or as may be reasonably required by institutional mortgagees, including but not limited to, the coverages specified in Paragraphs A and B below. Premiums for the procural of such insurance, fees paid to the Insurance Trustee, and such other expenses and fees as are incurred which may be necessary or incidental to the procural and maintenance of such insurance coverage shall be chargeable as a common expense payable in proportion to their ownership of common elements by each of the unit owners. All insurance shall be for the benefit of the Association, all unit owners, and the institutional holders of first mortgages on condominium parcels, as well as for the benefit of WASHINGTON FEDERAL SAVINGS AND LOAN ASSOCIATION of Miami Beach, Florida and WASHINGTON SERVICE CORPORATION, during such time as they retain their underlying mortgage on any portion of the condominium project.

A. Liability Insurance

The Board of Directors of the Association shall procure public liability and property damage insurance covering all of the Common Elements of the condominium, the minimum limits thereof to be \$100,000.00, personal injury, and \$25,000.00 property damage. Each unit owner shall be responsible for the purchase of liability insurance to cover accidents occurring within his own unit and within any limited Common Element appurtenant thereto.

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B. Casualty Insurance

(1) Amount and Type of Coverage. The Association shall obtain and maintain casualty insurance covering all of the Common Elements of the condominium, limited Common Elements, and Units in an amount equal to the maximum insurance replacement value thereof, exclusive of excavation and foundation costs if the Association so determines as determined by the Board of Directors of the Association, such coverage to afford protection against (i) loss or damage by fire or other hazards covered by the standard extended coverage or other perils endorsement; and (ii) such other risks of a similar or dissimilar nature as are or shall be customarily covered with respect to buildings and improvements similar in construction, location and use, including but not limited to, vandalism, malicious mischief, windstorm, water damage and war risk insurance, if available, provided further however, that the insurer's and form and amount of coverage must be satisfactory to a majority of the institutional mortgagees holding mortgages upon condominium parcels. The term "majority of institutional mortgagees" shall mean the institutional holders(s) of debts secured by first mortgages, the unpaid balance of which is more than one-half the unpaid principal balance of all first mortgages on said units, the underlying mortgages held by Washington Federal Savings and Loan Association and the Washington Service Corporation to be deemed mortgages upon all units not released from said underlying mortgages.

(2) Loss Payable Provisions. All policies of casualty insurance covering the condominium shall provide for the insurance proceeds covering any loss to be payable to the Insurance Trustee named or to be named as hereinafter provided, or to its successor, and all such insurance proceeds from any casualty loss shall be held for the use and benefit of the Association, or the owners of Units, and their respective mortgagees, as their interest may appear, such insurance proceeds to be applied or distributed in the manner herein provided.

(3) Insurance Trustee. The Insurance Trustee shall be a banking institution or title company having trust powers and doing business in Dade County, Florida. The Insurance Trustee shall not be liable for the payment of premiums, nor for the sufficiency of coverage, nor for the form or content

of policies, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive the proceeds of casualty insurance as are paid and to hold and distribute same for the benefit of the Association, the Unit Owners, and their respective mortgagees in the manner hereinafter provided, or in the manner provided by the terms of any supplemental agreement(s) entered into between the Insurance Trustee and the Association which may enlarge, clarify or better particularize, but which shall not be inconsistent with any of the provisions herein set forth. Said Insurance Trustee shall be liable only for its willful misconduct, bad faith, or gross negligence and then only for such money as may come into its possession as such Insurance Trustee. The initial Insurance Trustee shall be designated by Washington Federal Savings and Loan Association, holder of the underlying mortgage upon the condominium project, subject to the approval of the Board of Directors, which approval shall not be unreasonably withheld. Thereafter, the Insurance Trustee shall be designated by the Association subject to the approval of a majority of institutional mortgagees as hereinabove defined.

(4) Loss Within Single Unit. If a loss or damage shall occur within a single Unit or Units, without damage to the Common Elements or limited Common Elements, the insurance proceeds shall be paid over by the Insurance Trustee to the Unit Owner(s) and his (their) mortgagees; provided that said proceeds shall then be used by the Unit Owner for the reconstruction and repair of said Unit, unless required to be applied in reduction of an institutional mortgage upon said Unit.

(5) Loss Less Than "Very Substantial" Involving Common Elements.

As promptly as is possible and feasible after a casualty causing damage to any part of the condominium property, the Board of Directors shall obtain reliable, professional and detailed estimates of the cost necessary to repair and replace the damaged property to a condition as good as the condition that existed prior to the casualty loss (including the costs of any bond or professional fees determined to be necessary by the Board of Directors), and shall procure bids, negotiate contracts for said job, etc., provided,

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however, that if the cost of such repair and reconstruction exceeds \$10,000.00 all contracts shall be subject to approval by a majority of institutional mortgagees as hereinabove defined. Unless the Loss is "very substantial" as hereinafter defined (see paragraph 6), the Association and all Unit Owners shall repair and restore the damage caused by said casualty loss and all insurance proceeds paid to the Trustee shall be applied for such purposes, and if insufficient, the Association shall levy assessments as hereinafter set forth.

(a) Loss to Common Elements Exclusive of Units. If the loss or damage is limited to the Common Elements or limited Common Elements with no or only nominal damage to any individual Unit and the insurance proceeds are not or will not be sufficient to cover the cost of repair and reconstruction, the Board of Directors shall promptly upon determination of the deficiency levy a special assessment against all of the Unit Owners in proportion to their ownership of common elements, to cover such deficiency. The monies realized from such an assessment shall be deposited with the Insurance Trustee to be used together with the insurance proceeds for the purpose of repairing said damage and restoring said property.

(b) Loss to Common Elements and Individual Units. If the loss or damage involves the Common Elements or limited Common Elements, and individual Units, and the insurance proceeds are not or will not be sufficient to cover the cost of repair and reconstruction, the Board of Directors shall promptly determine the extent of the deficiency and what portion of the deficiency is attributable to the Common Elements and limited Common Elements, and what portion is attributable to individually damaged units. Thereupon, the Board of Directors shall levy a special assessment against all of the Unit Owners in proportion to their ownership of Common Elements, for that portion of the deficiency as is attributable to the individual damaged Units. The assessment against such individual Unit Owners shall be apportioned in such manner that the assessment levied against each Owner shall bear the same proportion to the total assessment levied against all such Unit Owners on account of the damage to such individual Units as the cost of repair and reconstruction of his Unit bears to the total cost of repair and reconstruction attributable to all such individual damaged Units. If, however, in

the opinion of the Board of Directors, it is practically impossible to make a reasonable estimate of the portion of the deficiency relating to individual damaged Units, the Board of Directors shall have the right to require that the entire loss be levied in proportion to their ownership of Common Elements against all of the Unit Owners in proportion to their ownership of Common Elements, the Director's discretion to be final and conclusive.

(6) Very Substantial Damages. As used herein, the term "very substantial damage" shall mean damage amounting to sixty-six and two thirds (66-2/3%) percent of the appraised value of the condominium improvements immediately prior to said loss. Estimates and appraisals required pursuant to the foregoing sentence shall be made by qualified persons designated by institutional mortgagees (banks, savings and loan associations, or insurance companies) holding seventy-five (75%) percent of outstanding mortgage loans upon condominium units. Should very substantial damage occur, then

(1) Institutional mortgagees holding seventy-five (75%) percent of the outstanding dollar volume of institutional mortgages shall have the right to elect (such election to be made within forty-five (45) days from the date of the casualty) either

(a) to require application of insurance proceeds to the payment of their mortgage debts, in which case all mortgagees shall have the right to similarly require application of insurance proceeds to their mortgages,

(b) to require that insurance proceeds be retained for purposes of reconstruction and repair, in which case all mortgagees shall be so bound, subject to the matters herein set forth in which all mortgagees and unit owners may be so bound.

(2) The Board of Directors shall as promptly as possible obtain reliable and detailed estimates of the cost of repair and restoration, and if such work is undertaken, shall negotiate contracts for such work, subject however, to the approval of a designee of the majority of institutional mortgagees, which approval shall not be unreasonably withheld, subject to the approval of institutional mortgagees holding seventy-five (75%) of outstanding institutional unit mortgages.

(3) A membership meeting shall be called by the Board of Directors to be held as promptly as possible, but not later than sixty (60) days after the casualty to determine the wishes of the membership with reference to the abandonment or reconstruction of the condominium project subject to the provisions hereinafter set forth.

(4) If the election has been made per paragraph (1) (a) above to apply insurance proceeds to mortgages, then if the remaining insurance proceeds available for reconstruction and repair are insufficient to cover the cost thereof so that a special assessment shall be required to augment the insurance proceeds with sufficient funds to cover the costs of said reconstruction and repair, then the condominium shall be abandoned and terminated unless seventy-five (75%) of the membership present and voting shall consent to such reconstruction and such assessment, in which event all unit owners shall be bound. Each unit owner shall be obliged to replenish and replace insurance funds paid or payable to his mortgagee.

(5) If the election has been made to apply insurance proceeds to reconstruction and repair (per paragraphs (1)(b) above, then

(a) If the insurance proceeds payable on account of such damage are sufficient to cover the cost of repair and reconstruction so that no special assessment shall be required, then said insurance proceeds shall be utilized for the purpose of such repair and reconstruction unless two-thirds (66-2/3rd) percent of the membership present and voting shall vote to abandon and terminate the condominium project.

(b) If the insurance proceeds available for repair and reconstruction are insufficient to cover the cost thereof so that a special assessment shall be required to augment the insurance proceeds with sufficient funds to cover the cost of said reconstruction and repair, then the condominium shall be abandoned and terminated unless sixty (60%) percent of the membership present and voting shall consent to such reconstruction and such assessment, in which event all unit owners shall be bound.

(c) If the insurance proceeds are not sufficient to cover the cost of repair and reconstruction and if, notwithstanding the determination of the membership to repair and reconstruct and the voting of a special assess-

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ment, the funds sufficient to cover the deficiency between the cost of reconstruction and the insurance proceeds are not deposited with the insurance trustee within ninety (90) days after the casualty, then the institutional mortgagees who have elected to apply the insurance proceeds to reconstruct and repair shall have the right to revoke such election and to require application of the insurance proceeds to mortgages pursuant to paragraph (1)(a)

7. Additional Agreements re Insurance.

(a) The Association is hereby irrevocably appointed agent for each Unit Owner for the purpose of adjusting, comprising and settling all claims arising under insurance policies purchased by the Association with full authority to execute Releases in favor of the insurer.

(b) In the event the insurance proceeds recovered are in excess of the cost of repair and reconstruction, the excess shall be (i) retained by the Association or (ii) distributed in proportion to their ownership of common elements to the Unit Owners and their mortgagees, as the Board of Directors may determine.

(c) Although it is intended and contemplated that a full cash fund will be available from insurance proceeds and/or assessments to cover the cost of repair or reconstruction, nothing herein shall be deemed to prohibit the Association from proceeding with partial repair pending collection of said proceeds and assessments, should the circumstances so require and the majority of institutional mortgagees consent thereto.

(d) Should the Association fail to pay such premiums when due, or should the Association fail to comply with other insurance requirements of the institutional mortgagee holding the greatest dollar volume of unit mortgages, said institutional mortgagee shall have the right at its option to advance such sums as are required to maintain or procure such insurance, and to the extent of the money so advanced, said mortgagee shall be subrogated to the assessment and lien rights of the Association as against individual unit owners for the payment of such item of common expense.

8. Absolute Right of Institutional Mortgagee to Apply Insurance Proceeds to Loan Balances. Notwithstanding any provisions contained in this ARTICLE XII any institutional mortgagee, holding a mortgage on any condominium unit or on the common elements, shall have the absolute right to apply any insurance proceeds realized as the result of any casualty loss to its loan balances.

9. In the event the Condominium Association should fail to make payment for the casualty insurance premiums on the policy covering the condominium property, or should it fail to provide adequate casualty insurance coverage, any institutional first mortgagee shall have the right to make payment of such premium, or of any additional premium that may be required, and in addition to such lien rights as may be accorded to such institutional first mortgagee by virtue of any of its mortgages on parcels in the condominium, it shall also have a lien, securing its right to reimbursement for any such premium payment, on all parcels in the condominium, including those on which it may not have a mortgage, and which lien may be foreclosed as a mortgage; and each parcel shall be subject to such lien in proportion to its share of the common expenses.

XIII

USE AND OCCUPANCY

The Unit Owner, or owner of a Unit, shall occupy and use his condominium parcel as a single family private dwelling for himself and the members of his family excluding children under the age of 14 except as casual visitors, and social guests and for no other purposes. The Unit Owner shall not permit or suffer anything to be done or kept in his Unit which will increase the rate of insurance on the condominium property, or which will obstruct or interfere with the rights of other Unit Owners or annoy them by unreasonable noises or otherwise; nor shall the Unit Owner commit or permit any nuisance, immoral or illegal act in or about the condominium property. A Unit Owner shall not allow any pet or animal, in his

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apartment or the common elements. No clotheslines or similar devices shall be allowed, except where designated by the Association, on any portion of the condominium property. Nor shall any clothing or any other objects be hung or displayed on the railings or other exterior portion of the premises.

Automobile Parking Spaces: Automobile parking spaces are set forth in the Plot Plans attached hereto. At such time as the developer may designate, and in any case not later than one (1) year from the filing of this Declaration, the assignment of parking spaces and all questions relating to parking shall be determined by the developer provided no parking space, once assigned, shall be re-assigned or changed, except for good cause. Parking spaces not assigned to particular units shall be available for general use by guests and visitors of all unit owners. Each parking space assigned to a unit owner is a limited common element as per (7) of the definitions of this Declaration of Condominium.

XIV

MAINTENANCE AND ALTERATIONS

A. The Board of Directors of the Association may enter into a contract with any firm, person or corporation for the maintenance and repair of the condominium property, and may join with other condominium corporations in contracting with the same firm, person or corporation for maintenance and repair.

B. There shall be no material alterations, door or color changes, or substantial additions to the Common Elements or limited Common Elements, except as the same are authorized by the Board of Directors and ratified by the affirmative vote of three-fourths (3/4ths) of the Unit Owners present at any regular or special meeting of the Unit Owners.

C. Each Unit Owner agrees:

- (1) to maintain in good condition and repair his unit and all exterior surfaces within or surrounding his apartment unit and all interior

surfaces within or surrounding his apartment (such as the surfaces of the walls, ceilings, floor), whether or not part of the apartment or common elements, and to maintain and repair the fixtures and appliances therein and pay for such utilities as are separately metered to his unit.

- (2) Not to make or cause to be made any structural addition or alteration to this unit or to the common elements, without prior consent of the Association and all mortgagees holding a mortgage on his unit.
- (3) To make no alteration, decoration, repair, replacement, or change of the common elements, or to any outside or exterior portion of the building, whether within a unit or part of the common elements.
- (4) To allow the Board of Directors or the agents of employees of the Association to enter into any unit for the purpose of maintenance, inspections, repair or replacement of the improvements within units or the common elements threatening units or the common elements, or to determine compliance with the provisions of this Declaration and the By-Laws of the Association.
- (5) To show no sign, advertisement, or notice of any type on the common elements or his unit, and erect no exterior antennae and aerials except as consented to by the Board of Directors of the Association.
- (6) Not to cook or barbeque on the common elements or the balcony of his unit except as consented to by the Board of Directors of the Association.

D. In the event the owners of the unit fail to maintain it as required herein, or make any structural addition or alteration without the required written consent, or otherwise violate or threaten to violate the provisions hereof, the Association shall have the right to proceed in a court of equity for an injunction to seek compliance with the provisions hereof. In lieu thereof, and in addition thereto, the Association shall have the right to levy an assessment for damages, court costs and attorney's fees against the owners of the unit and the unit for such necessary sums to remove any unauthorized structural addition or alteration and to restore

the property to good condition and repair. The Association shall have the further right to have its employees and agents, or any subcontractors appointed by it, enter the unit at all reasonable times to do such work as is deemed necessary by the Board of Directors of the Association to enforce compliance with the provisions hereof.

E. The Association shall determine the exterior color scheme of all buildings and all exteriors and shall be responsible for the maintenance thereof, and no owner shall paint an exterior wall, door, window, patio, or any exterior surface without the written consent of the Association.

XV

LIMITED COMMON ELEMENTS

Any expense of maintenance, repair, or replacement relating to limited common elements, shall be treated as and paid for as a part of the common expenses of the Association, unless such maintenance, repair, etc. has been occasioned by any act or neglect of a Unit Owner, in which event such expense shall be borne by said Unit Owner.

XVI

TERMINATION

This Condominium may be voluntarily terminated in the manner provided for by Section 16 of the Condominium Act at any time. In addition thereto, when there has been "very substantial" damage as defined in paragraph XII B (6) above, then this Condominium shall be subject to termination as provided in paragraph XII B (6) above.

LEASE OF RECREATION AREA

The ASSOCIATION, as lessee, has entered into a long term lease agreement dated 30th of June 1973 and recorded in O.R. Book 5541 at P.835 and amended in O.R. Book 5698 at P.720 of the Public Records of Broward County, Florida, a copy of which long term lease is attached hereto as Exhibit "E".

The ASSOCIATION hereby declares all monies due and to become due under the provisions of the said lease, including, without limitation, rent, taxes, assessments, insurance premiums and cost of maintaining and repairing of the building and improvements located on such leased premises, are and shall continue to be for the full term of the said lease, common expenses as part of the cost of maintaining the common elements and carrying out the powers and duties of the ASSOCIATION.

Said long-term lease has been entered into by the ASSOCIATION for the use and benefit of the Unit Owners of the CONDOMINIUM, and each unit owner in the CONDOMINIUM shall make payment to the CONDOMINIUM ASSOCIATION of his pro-rata share of the rental due under and pursuant to its terms as part of the general company expense chargeable to his condominium parcel. Pro-rata share of the rental therefor is defined as the ASSOCIATION rental due under the long term lease multiplied by the percentage of the common expenses to be paid by the respective unit owner. It shall be mandatory for each owner to make his pro-rata payments, as assessed by the CONDOMINIUM ASSOCIATION as part of the common expenses, in order to keep in force and effect the aforesaid long term lease, regardless of whether said unit owner uses the facilities or not. Said pro-rata rental payment for each unit shall be assessed by the CONDOMINIUM ASSOCIATION on a monthly basis, as other assessments, and included with the total assessment levied. In the event rental is not paid when due, the ASSOCIATION shall have a lien on each condominium parcel or unit for any such unpaid assessment, enforceable in the same manner as provided for under the CONDOMINIUM ACT, Chapter 711.15, Florida Statutes, and any and all other applicable laws, including all applicable provisions of this DECLARATION, BY-LAWS and EXHIBITS attached hereto.

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The recreation lease rental shall commence as of the first day of the month following the issuance of the Certificate of Occupancy by appropriate Governmental authority for the recreation hall and the swimming pool, all as set forth in said recreation lease.

XVIII

MISCELLANEOUS PROVISIONS

A. The "common elements" shall remain undivided and no owner shall bring any action for partition, so long as the structure in question shall be utilized as a residential non-profit condominium apartment building.

B. The "Condominium Units" defined herein shall be used for single family residence purposes only and for no other purposes.

C. The unit owner shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding his respective apartment unit, nor shall said Unit Owner be deemed to own the pipes, wires, conduits, or other public utility lines running through his respective condominium unit which are utilized for or serve more than one "condominium unit". Said perimeter walls, floors, ceilings, surfaces, pipes, wires, etc. are acknowledged to be and by these presents, hereby are made a part of the "common elements". The Unit Owner shall be deemed to own the walls and partitions which are contained within said owner's respective unit, and also shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint, wallpaper, carpeting, etc., as well as the air conditioning equipment and ducts within his unit.

D. The Owners of the respective condominium units agree that if any portion of a condominium unit or common element or limited common element encroaches upon another, a valid easement for the encroachment and the maintenance of same, so long as it stands, shall and does exist. In the event the multi-family structure is partially or totally destroyed, and then rebuilt, the owners of the condominium parcels agree that encroachments of parts of the common elements or limited common elements or condominium units as aforescribed, due to construction shall be

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permitted, and that a valid easement for said encroachment and the maintenance thereof shall exist.

E. No Owner of a condominium parcel may exempt himself from liability for his contribution towards the common expenses by waiver of the use and enjoyment of any of the common elements, or by the abandonment of his condominium unit.

F. The Owners of each and every condominium parcel shall return the same for the purpose of ad valorem taxes with the Tax Assessor of Broward County, Florida, or such other future legally authorized governmental officer or authority having jurisdiction over the same. Nothing herein shall be construed, however, as giving to any Unit Owner the right of contribution or any right of adjustment against any other Unit Owner on account of any deviation by the taxing authorities from the valuations herein prescribed and intended, each Unit Owner to pay such ad valorem taxes and special assessments as are separately assessed against his condominium parcel.

For the purposes of ad valorem taxation, the interest of the owner of a "condominium parcel" in his "condominium unit" and in the "common elements" shall be considered as a unit. In the absence of separate assessments upon the individual parcels for tax or other assessment purposes by governmental authority, such taxes and assessments shall be borne in proportion to their ownership of common elements by the 44 condominium units.

G. Nothing hereinabove set forth in the Declaration shall be construed as prohibiting the Developer (Singer Development Corp.) or the Board of Directors of the Association, from removing, or authorizing the removal, of any party wall between any condominium units owned by the Developer or by the Association in order that the said units might be used together as one integral unit. In such event, all assessment, voting rights and the share of common elements shall be calculated as if such units were as originally designated on the exhibits attached to this Declaration, notwithstanding the fact that several units are used as one to the intent and purpose that the Unit Owner of such "combined" units shall be treated as the Unit Owner of as many units as have been so combined.

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H. If any provision of this Declaration, or of the By-Laws attached hereto, or of the Condominium Act, or any section, sentence, clause, phrase or word, or the application thereof in any circumstances is held invalid, the validity of the remainder of this Declaration, the By-Laws attached hereto, or the Condominium Act, and of the application of any such provision, section, sentence, clause, phrase, or word in other circumstances shall not be affected thereby.

I. Whenever notices are required to be sent hereunder the same shall be sent to the Unit Owners by certified mail or by personal delivery duly receipted for by the Unit Owner at their places of residence in the condominium building unless the Unit Owner has by written notice, duly receipted for, specified a different address. Notices to the Association shall be sent by certified mail to the primary office of the Association, and to the Developer, SINGER DEVELOPMENT CORP. by certified mail to: 1885 Cleveland Road, Miami Beach, Florida 33139. All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice.

J. The remedy afforded by Section 23 of the Condominium Act shall be in full force and effect. In addition thereto, should the Association find it necessary to bring court action to bring about the compliance with the law, this Declaration and the By-Laws, upon a finding by the court that the violation complained of is willful and deliberate, the Unit Owner so violating shall reimburse the Association for reasonable attorney's fees incurred by it in bringing such action, as determined by the court.

K. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and the plural shall include the singular. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a condominium.

L. The condominium association shall expand to allow additional membership for all of the developer's future condominiums that are adjacent to or abutting this condominium. The developer anticipates six or seven additional condominium buildings and said Association shall allow these condominium unit owners to become part of said Association. This is not intended to require the developer to construct these condominiums but only to give notice of its future intentions.

M. The developer has the right and power to revoke this Declaration of Condominium, if after one year from the issuance of the Certificate of Occupancy, 50% of the condominium units of this condominium are not sold, provided however written consent of the mortgagee, Washington Federal Savings and Loan Association of Miami Beach, Florida is obtained to such revocation.

N. The Condominium Association shall promptly notify all institutional mortgagees of any defaults by unit owners in the payment of assessments or other defaults by the unit owners in the performance of their obligations under the Declaration of Condominium, Articles of Incorporation and By-Laws. Said notification must be given when the default has not been cured within thirty days of the giving of written notice of default by the Association to the unit owner.

IN WITNESS WHEREOF, SINGER DEVELOPMENT CORP., a Florida corporation, has caused these presents to be signed in its name by its President and its corporate seal affixed, attested by its Secretary, this, the 16th day of February, 1976.

Signed, Sealed and delivered
in the presence of:

1. *Walter J. Schmitt*

Raymond Cohen

SINGER DEVELOPMENT CORP.

By: *R. Singer*
President

ATTEST:

M

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STATE OF FLORIDA)
 : SS.
COUNTY OF DADE)

BEFORE ME, personally appeared JOSEPH H. SINGER and RITA ROSE SINGER, known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary of the above named SINGER DEVELOPMENT CORP., a Florida corporation, and severally acknowledged to and before me that they executed such instrument as such President and Secretary, respectively, of such corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was so affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal, this *24th* day of *March*, 19*76*.

Marie Keenan Foster
Notary Public, State of Florida
at Large



My commission expires:
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES MAR 23 1979
BONDED THRU GENERAL INSURANCE UNDERWRITERS

We, the mortgagees, of the parcel of property described in Exhibit "A" of the Declaration of Condominium of Building 4 of Cypress Tree Condominium, do hereby agree to the submission of said property to Condominium ownership.

Sylvia Pomeroy
Witness

Madeline Chipert
Witness

WASHINGTON FEDERAL SAVINGS
AND LOAN ASSOCIATION

By: Harry Perkel

Attest: George W. Hirsch

STATE OF FLORIDA

:SS

COUNTY OF DADE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and the County aforesaid to take acknowledgments, personally appeared Harry Perkel, Vice-President George W. Hirsch - Asst, Secy known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they acknowledged the same.

WITNESS my hand and official seal in the County and State last aforesaid this 11th day of March, 1976.

My Commission Expires:

Sylvia Pomeroy
Notary Public, State of Florida

WASHINGTON SERVICE CORP.

By: Milton M. Gaynor

Attest: Harriet B. Cohen

Sylvia Pomeroy
Witness

Madeline Chipert
Witness

STATE OF FLORIDA

:SS

COUNTY OF DADE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and the County aforesaid to take acknowledgments, personally appeared Milton M. Gaynor - Exec- Vice-Presid. Harriet B. Cohen, Asst, Vice-Presid known to be the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 11th day of March, 1976.

My Commission Expires:

Sylvia Pomeroy
Notary Public, State of Florida

NOTARY PUBLIC, STATE OF FLORIDA at LARGE
MY COMMISSION EXPIRES MAR. 26, 1976



LEGAL DESCRIPTION

Exhibit "A"

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EXHIBIT "A"

DESCRIPTION

A PORTION OF SECTION 25, TOWNSHIP 49 SOUTH, RANGE 41 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST $\frac{1}{4}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 25, TOWNSHIP 49 SOUTH, RANGE 41 EAST, AND RUN ON AN ASSUMED BEARING OF S 0° 54' 00" E ALONG THE EAST LINE OF SAID SECTION 25 FOR 890.61 FEET; THENCE RUN DUE WEST ALONG THE EASTERLY EXTENSION OF AND THE SOUTH RIGHT-OF-WAY LINE OF N.W. 26th STREET, AS SHOWN ON THAT CERTAIN PLAT, "FORWARD SUBDIVISION NO. 1", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 52 AT PAGE 49 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, FOR 350.04 FEET; THENCE RUN S 0° 54' 00" E ALONG A LINE PARALLEL TO AND 350 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO THE AFORESAID EAST LINE OF SECTION 25 FOR 616.49 FEET TO THE POINT OF BEGINNING; THENCE RUN S 89° 06' 00" W FOR 296.00 FEET; THENCE RUN S 0° 54' 00" E ALONG A LINE PARALLEL TO AND 646 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF AFORESAID SECTION 25 FOR 167.33 FEET; THENCE RUN N 89° 06' 00" E FOR 296.00 FEET; THENCE RUN N 0° 54' 00" W FOR 167.33 FEET TO THE POINT OF BEGINNING, CONTAINING 1.137 ACRES, MORE OR LESS. SAID LANDS LYING AND BEING IN LAUDERHILL, BROWARD COUNTY, FLORIDA, SUBJECT TO A NON-EXCLUSIVE EASEMENT FOR INGRESS, EGRESS AND UTILITY OF THE EAST 24 FEET THEREOF IN FAVOR OF ALL THE PROPERTY OWNERS, SUCCESSORS AND ASSIGNS OF THE FOLLOWING DESCRIBED PROPERTY:

A portion of Section 25, Township 49 South, Range 41 East, being more particularly described as follows:
Commence at the Northeast corner of the Southeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 25; Township 49 South, Range 41 East, and run on an assumed bearing of S 0° 54' 00" E along the East line of said Section 25 for 890.61 feet; thence run due West along the easterly extension of and the South right-of-way line of N.W. 26th Street, as shown on that certain plat "forward subdivision No. 1", according to the plat thereof recorded in Plat Book 52 at Page 49 of the Public Records of Broward County, Florida, for 350.04 feet; thence run S 0° 54' 00" E along a line parallel to and 350 feet West of as measured at right angles to the aforesaid East line of Section 25 for 790.44 feet to the point of beginning; thence run S 89° 06' 00" West for 300.00 feet; thence run S 0° 54' 00" E along a line parallel to and 650 feet West of as measured at right angles to the aforesaid East line of Section 25 for 985.48 feet to a point of intersection with the northerly right-of-way line of N.W. 21st Street, as shown on that certain plat "Northwest 21st Street", as recorded in Plat Book 66 at Page 38 of the Public Records of Broward County, Florida; thence run due East along the said North right-of-way line of N.W. 21st Street for 100.02 feet; thence run N 0° 54' 00" W along a line parallel to and 550 feet West of as measured at right angles to the aforesaid East line of Section 25 for 250.00 feet; thence run due East for 200.02 feet; thence run N 0° 54' 00" W along a line parallel to and 350 feet West of as measured at right angles to the aforesaid East line of Section 25 for 740.19 feet to the point of beginning, containing 5.655 acres more or less. Said lands lying and being in Lauderdale, Broward County, Florida.

and

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A PORTION OF SECTION 25, TOWNSHIP 49 SOUTH, RANGE 41 EAST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 49 SOUTH, RANGE 41 EAST, AND RUN ON AN ASSUMED BEARING OF S 0° 54' 00" E ALONG THE EAST LINE OF SAID SECTION 25 FOR 890.61 FEET THENCE RUN DUE WEST ALONG THE EASTERLY EXTENSION OF AND THE SOUTH RIGHT-OF-WAY LINE OF N.W. 26 STREET, AS SHOWN ON THAT CERTAIN PLAT "FORWARD SUBDIVISION NO. 1", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 52 AT PAGE 49 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, FOR 350.04 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE DUE WEST ALONG THE SAID SOUTH RIGHT-OF-WAY LINE OF N. W. 26th STREET FOR 100.04 FEET; THENCE RUN S 0° 54' 00" E FOR 100.21 FEET; THENCE RUN DUE WEST FOR 200 FEET; THENCE RUN S 0° 54' 00" E ALONG A LINE PARALLEL TO AND 650 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO THE AFORESAID EAST LINE OF SECTION 25 FOR 694.94 FEET; THENCE RUN N 89° 06' 00" E FOR 300.00 FEET; THENCE RUN N 0° 54' 00" W ALONG A LINE PARALLEL TO AND 350 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO THE AFORESAID EAST LINE OF SECTION 25 FOR 790.44 FEET TO THE POINT OF BEGINNING, CONTAINING 5.00 ACRES MORE OR LESS. SAID LANDS LYING AND BEING IN LAUDERHILL, BROWARD COUNTY, FLORIDA.

SUBJECT TO AN EASEMENT OF INGRESS, EGRESS AND ACCESS TO SINGER DEVELOPMENT CORP. THEIR SUCCESSOR, OR ASSIGNS IN PERPETUITY FOR THE FOLLOWING DESCRIBED PROPERTY.

A PORTION OF SECTION 25, TOWNSHIP 49 SOUTH, RANGE 41 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 49 SOUTH, RANGE 41 EAST, AND RUN ON AN ASSUMED BEARING OF S 0° 54' 00" E ALONG THE EAST LINE OF SAID SECTION 25 FOR 890.61 FEET; THENCE RUN DUE WEST ALONG THE EASTERLY EXTENSION OF AND THE SOUTH RIGHT-OF-WAY LINE OF N.W. 26th STREET, AS SHOWN ON THAT CERTAIN PLAT, "FORWARD SUBDIVISION NO. 1", ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 52 AT PAGE 49 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, FOR 350.04 FEET; THENCE RUN S 0° 54' 00" E ALONG A LINE PARALLEL TO AND 350 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO THE AFORESAID EAST LINE OF SECTION 25 FOR 616.49 FEET; THENCE RUN S 89° 06' 00" W FOR 24.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 89° 06' 00" W FOR 272.00 FEET; THENCE RUN S 0° 54' 00" E ALONG A LINE PARALLEL TO AND 646 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF AFORESAID SECTION 25 FOR 22.00 FEET; THENCE RUN N 89° 06' 00" E FOR 272.00 FEET; THENCE RUN N 0° 54' 00" W FOR 22.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.137 ACRES, MORE OR LESS. SAID LANDS LYING AND BEING IN LAUDERHILL, BROWARD COUNTY, FLORIDA.

SINGER DEVELOPMENT CORP. DOES GRANT A NON-EXCLUSIVE EASEMENT FOR THE INGRESS AND EGRESS TO PARKING, IN PERPETUITY, TO ALL THE CONDOMINIUM UNIT OWNERS OF CYPRESS TREE CONDOMINIUM, BUILDING 4, THEIR GUESTS, FAMILY AND VISITORS, FOR THE FOLLOWING DESCRIBED PROPERTY:

A PORTION OF SECTION 25, TOWNSHIP 49 SOUTH, RANGE 41 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 49 SOUTH, RANGE 41 EAST, AND RUN ON AN ASSUMED BEARING OF S 0° 54' 00" E ALONG THE EAST LINE OF SAID SECTION 25 FOR 890.61 FEET; THENCE RUN DUE WEST ALONG THE EASTERLY EXTENSION OF AND THE SOUTH RIGHT-OF-WAY LINE OF N.W. 26th STREET, AS SHOWN ON THAT CERTAIN PLAT, "FORWARD SUBDIVISION NO. 1", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 52 AT PAGE 49 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, FOR 350.04 FEET; THENCE RUN S 0° 54' 00" E ALONG A LINE PARALLEL TO AND 350 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO THE AFORESAID EAST LINE OF SECTION 25 FOR 783.82 FEET; THENCE RUN S 89° 06' 00" W FOR 24.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 89° 06' 00" W FOR 272.00 FEET; THENCE RUN S 0° 54' 00" E ALONG A LINE PARALLEL TO AND 646 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO THE EAST LINE OF AFORESAID SECTION 25 FOR 22.00 FEET; THENCE RUN N 89° 06' 00" E FOR 272.00 FEET; THENCE RUN N 0° 54' 00" W FOR 22.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.137 ACRES, MORE OR LESS. SAID LANDS LYING AND BEING IN LAUDERHILL, BROWARD COUNTY, FLORIDA.

-and

NON-EXCLUSIVE EASEMENT FOR THE INGRESS AND EGRESS TO PEDESTRIAN WALKWAY AND BIKE PATH, IN PERPETUITY, FROM SINGER DEVELOPMENT CORP. TO ALL THE CONDOMINIUM UNIT OWNERS OF CYPRESS TREE CONDOMINIUM BUILDING III, THEIR GUESTS, FAMILY AND VISITORS, FOR THE FOLLOWING DESCRIBED PROPERTY.

A PORTION OF SECTION 25, TOWNSHIP 49 SOUTH, RANGE 41 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 49 SOUTH, RANGE 41 EAST, AND RUN ON AN ASSUMED BEARING OF S 0° 54' 00" E ALONG THE EAST LINE OF SAID SECTION 25 FOR 890.61 FEET; THENCE RUN DUE WEST ALONG THE EASTERLY EXTENSION OF AND THE SOUTH RIGHT-OF-WAY LINE OF N. W. 26TH STREET, AS SHOWN ON THAT CERTAIN PLAT, "FORWARD SUBDIVISION NO. 1", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 52 AT PAGE 49 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, FOR 374.05 FEET; THENCE RUN S 0° 54' 00" E ALONG A LINE PARALLEL TO AND 374 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO THE AFORESAID EAST LINE OF SECTION 25 FOR 100.21 FEET; THENCE RUN DUE WEST FOR 276.04 FEET; THENCE RUN S 0° 54' 00" E ALONG A LINE PARALLEL TO AND 650 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO THE AFORESAID EAST LINE OF SECTION 25 FOR 502.99 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 0° 54' 00" E ALONG THE LAST DESCRIBED COURSE FOR 924.32 FEET; THENCE RUN N 85° 06' 00" E FOR 68.00 FEET; THENCE RUN N 0° 54' 00" W ALONG A LINE PARALLEL TO AND 582 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO THE AFORESAID EAST LINE OF SECTION 25 FOR 4.00 FEET; THENCE RUN S 85° 06' 00" W FOR 64.00 FEET; THENCE RUN N 0° 54' 00" W ALONG A LINE PARALLEL TO AND 646 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO THE AFORESAID EAST LINE OF SECTION 25 FOR 520.52 FEET; THENCE RUN S 85° 06' 00" W FOR 4.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.091 ACRE MORE OR LESS. SAID LANDS LYING AND BEING IN LAUDERHILL, BROWARD COUNTY, FLORIDA.

-and

A NON-EXCLUSIVE EASEMENT FOR THE INGRESS AND EGRESS AND ACCESS TO THE RECREATIONAL AREAS, IN PERPETUITY, FROM SINGER DEVELOPMENT CORP. TO ALL THE CONDOMINIUM UNIT OWNERS OF CYPRESS TREE CONDOMINIUM, BUILDING 4, THEIR GUESTS, FAMILY AND VISITORS, FOR THE FOLLOWING DESCRIBED PROPERTY:

A PORTION OF SECTION 25, TOWNSHIP 49 SOUTH, RANGE 41 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 25, TOWNSHIP 49 SOUTH, RANGE 41 EAST, AND RUN ON AN ASSUMED BEARING OF S 0° 54' 00" E ALONG THE EAST LINE OF SAID SECTION 25 FOR 890.61 FEET; THENCE RUN DUE WEST ALONG THE EASTERLY EXTENSION OF AND THE SOUTH RIGHT-OF-WAY LINE OF N. W. 26TH STREET, AS SHOWN ON THAT CERTAIN PLAT, "FORWARD SUBDIVISION NO. 1", ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 52 AT PAGE 49 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, FOR 350.04 FEET; THENCE RUN S 0° 54' 00" E ALONG A LINE PARALLEL TO AND 350 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO THE AFORESAID EAST LINE OF SECTION 25 FOR 783.82 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 0° 54' 00" E ALONG THE LAST DESCRIBED COURSE FOR 746.81 FEET; THENCE RUN DUE WEST FOR 200.02 FEET; THENCE RUN S 0° 54' 00" E ALONG A LINE PARALLEL TO AND 550 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO THE AFORESAID EAST LINE OF SECTION 25 FOR 250.00 FEET TO A POINT OF INTERSECTION WITH THE NORTH RIGHT-OF-WAY LINE OF N. W. 21ST STREET, AS SHOWN ON THAT CERTAIN PLAT, "NORTHWEST 21ST

STREET", AS RECORDED IN PLAT BOOK 66 AT PAGE 38 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE RUN DUE WEST ALONG THE SAID NORTH RIGHT-OF-WAY LINE OF N. W. 21ST STREET FOR 42.00 FEET; THENCE RUN N 0° 54' 00" W ALONG A LINE PARALLEL TO AND 592 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO THE AFORESAID EAST LINE OF SECTION 25 FOR 20.00 FEET; THENCE RUN DUE EAST FOR 10.00 FEET; THENCE RUN N 0° 54' 00" W ALONG A LINE PARALLEL TO AND 582 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO THE AFORESAID EAST LINE OF SECTION 25 FOR 264.18 FEET; THENCE RUN N 89° 06' 00" E FOR 208.00 FEET; THENCE RUN N 0° 54' 00" W ALONG A LINE PARALLEL TO AND 374 FEET WEST OF AS MEASURED AT RIGHT ANGLES TO THE AFORESAID EAST LINE OF SECTION 25 FOR 708.99 FEET; THENCE RUN N 89° 06' 00" E FOR 24.00 FEET TO THE POINT OF BEGINNING, CONTAINING 0.770 ACRE MORE OR LESS. SAID LANDS LYING AND BEING IN LAUDERHILL, BROWARD COUNTY, FLORIDA.

and

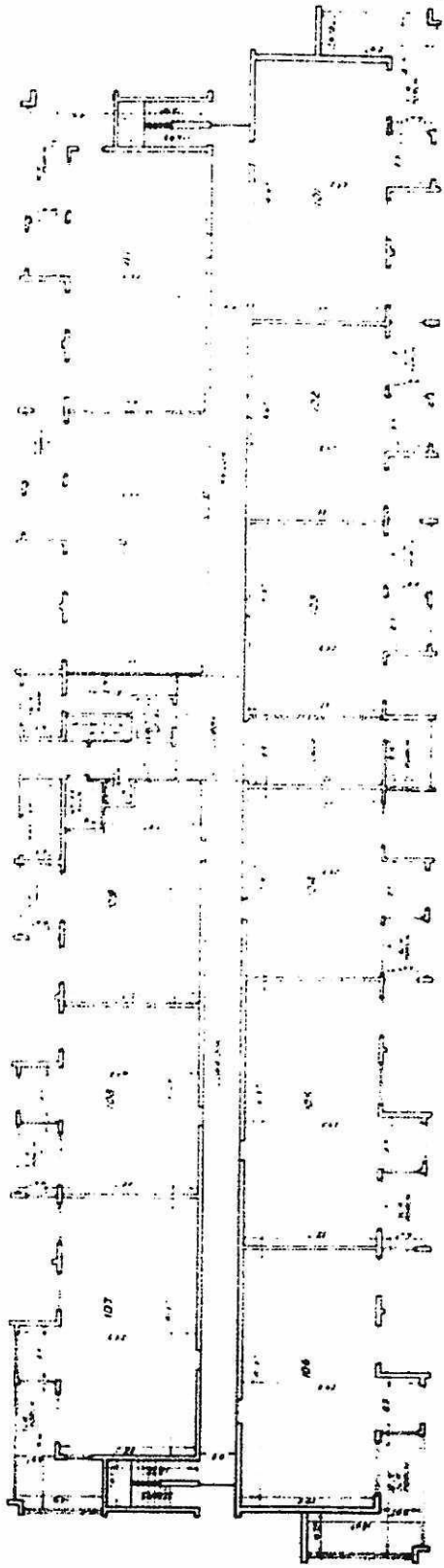
A portion of Section 25, Township 49 South, Range 41 East, being more particularly described as follows:

Commence at the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of Section 25, Township 49 South, Range 41 East, and run on an assumed bearing of S 0° 54' 00" E along the east line of said section 25 for 890.61 feet; thence run due west along the easterly extension of and the south right-of-way line of N.W. 26th Street, as shown on that certain plat "Forward Subdivision No. 1", according to the plat thereof recorded in Plat Book 52 at Page 49 of the Public Records of Broward County, Florida, for 350.04 feet; thence run S 0° 54' 00" E along a line parallel to and 350 feet West of as measured at right angles to the aforesaid East line of Section 25 for 783.82 feet; thence run S 89° 06' 00" W for 24.00 feet to the point of beginning; thence continue S 89° 06' 00" W for 107.50 feet; thence run S 0° 54' 00" E along a line parallel to and 481.50 feet west of as measured at right angles to the East line of aforesaid section 25 for 230.00 feet; thence run N 89° 06' 00" E for 107.50 feet; thence run N 0° 54' 00" W for 22.00 feet; thence run S 89° 06' 00" W for 85.50 feet; thence run N 0° 54' 00" W for 186.00 feet; thence run N 89° 06' 00" E for 85.50 feet; thence run N 0° 54' 00" W for 22.00 feet to the point of beginning, containing 0.203 acre more or less. Said lands lying and being in Lauderhill, Broward County, Florida.

SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

EXHIBIT B
TO THE DECLARATION OF CONDOMINIUM OF

"CYPRESS TREE CONDOMINIUM, BUILDING No. 4"



APPROXIMATE FLOOR PLAN



FILE 6533 PAGE 45

SURVEY FLOT PLAN AND GRAPHIC DESCRIPTION OF IMPROVEMENTS

TO THE DECLARATION OF CONDOMINIUM OF

"CYPRESS TREE CONDOMINIUM BUILDING No 4"



SECOND FLOOR PLAN

SECTION OF UNIT



REC 6533 PAGE 46

8 184X3

EXHIBIT B
TO THE DECLARATION OF CONDOMINIUM OF

"CYPRESS TREE CONDOMINIUM, BUILDING No. 4"



44-38861-1000

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...the ... of ...

[illegible]

REC 6533 PAGE 47

EXHIBIT "C"

CYPRESS TREE CONDOMINIUM ASSOCIATION, INC.
Building 4 A Condominium

44 Units
Apt. Nos.

Percentage Liability for Common
Expenses and Share of Common
Surplus

14 - 2%

and

30 - 2.4%

Percentage Undivided Ownership
of Common Elements

101	2.4%
102	2.0%
103	2.0%
104	2.0%
105	2.4%
106	2.4%
107	2.4%
108	2.0%
109	2.0%
110	2.4%
111	2.4%
201	2.4%
202	2.0%
203	2.0%
204	2.4%
205	2.4%
206	2.4%
207	2.4%
208	2.4%
209	2.0%
210	2.4%
211	2.4%
301	2.4%
302	2.0%
303	2.0%
304	2.4%
305	2.4%
306	2.4%
307	2.4%
308	2.4%
309	2.0%
310	2.4%
311	2.4%
401	2.4%
402	2.0%
403	2.0%
404	2.4%
405	2.4%
406	2.4%
407	2.4%
408	2.4%
409	2.0%
410	2.4%
411	2.4%
	<u>100%</u>

OFF 6583 PAGE 49

RECORDED IN THE OFFICIAL RECORDS BOOK
OF BROWARD COUNTY, FLORIDA
L. A. HESTER
COUNTY ADMINISTRATOR